

## AGREEMENT

This Agreement (the "Agreement") is made this 17<sup>th</sup> day of December, 2009, between Channel 23 Limited Partnership (which, together with its successors and assigns, is hereafter termed "Channel 23 LP"), Permittee of LPTV digital companion channel station WWME-LD, Chicago, Illinois ("WWME-LD") and TCCSA, Inc. d/b/a Trinity Broadcasting Network (which, together with its successors and assigns, is hereafter termed "Trinity"), licensee of station W40BY, Channel 40, Palatine, Illinois ("W40BY").

WHEREAS, Channel 23 LP and Trinity are parties to an August 2007 Agreement in which Trinity consented to predicted interference to W40BY from WWME-LD due to the fact that WWME-LD would operate with a full service digital mask and thus would not cause actual interference to W40BY in excess of 0.5%, and Channel 23 LP agreed to similarly consent to any future operation with a full service digital mask by W40BY;

WHEREAS, the Federal Communications Commission ("FCC") authorized such operation by WWME-LD with a full service digital mask in FCC File No. BMPDTL-20071109AED, based upon the engineering showing submitted and the August 2007 Agreement between Trinity and Channel 23 LP;

WHEREAS, Channel 23 LP currently operates WWME-LD on ATSC Channel 39 in Chicago, Illinois with 4.4 kW ERP and a full service digital mask, and intends to apply to the FCC for a construction Permit (the "Permit") to operate WWME-LD with 15 kW ERP and a full service digital mask as described in Exhibit A to this Agreement;

WHEREAS, Trinity operates station W40BY on NTSC Channel 40 in Palatine, Illinois, and intends to "flash cut" W40BY to operation on ATSC Channel 40 in Palatine, Illinois;

WHEREAS, operation of WWME-LD with the Permit would result in prohibited predicted interference under FCC rules to the reception of the signal of W40BY in its protected service area;

WHEREAS, operation of WWME-LD with the Permit would not result in actual interference to the reception of the signal of W40BY in its protected service area in excess of 0.5%, due to the fact that WWME-LD will operate with the FCC's full service digital mask described in Section 73.623(h) of the FCC's rules, as further reflected in Exhibit A to this Agreement; and

WHEREAS, subject to the terms and conditions set forth in this Agreement, the parties desire to permit the operation of WWME-LD with the facilities to be authorized by the Permit, notwithstanding any predicted interference to W40BY;

NOW, THEREFORE, in consideration of the foregoing premises and intending to be legally bound, Trinity and Channel 23 LP agree as follows:

## SECTION 1

Subject to the provisions of this Agreement, Trinity consents to the operation of WWME-LD with the facilities to be authorized by the Permit and waives any and all rights it may have to object at the FCC to WWME-LD's operation with those facilities. This Agreement will be filed with the FCC by Channel 23 LP in support of the grant of the Permit or such other similar authority as may be issued by the FCC.

## SECTION 2

Upon commencement of WWME-LD operations pursuant to an FCC approval of this Agreement and grant of the Permit or similar operating authority to WWME-LD, Channel 23 LP agrees to correct, at its sole expense, any actual interference in excess of 0.5% caused by such operation to the reception of the signal of W40BY within its protected service area, should any such actual interference occur. Channel 23 further agrees that it will provide Trinity with a parallel interference agreement in the future, should Trinity wish to employ the FCC's full service digital mask in connection with a power increase for W40BY such that predicted interference but not actual interference in excess of 0.5% to the protected service area of WWME-LD would result from such modified W40BY operation.

## SECTION 3

This Agreement shall terminate only upon the earliest to occur of any of the following circumstances:

(a) Trinity no longer operates W40BY or any other NTSC or ATSC television station on Channel 40 in Palatine, Illinois.

(b) Channel 23 LP no longer operates WWME-LD on Channel 39 in Chicago, Illinois, or operates WWME-LD with authorized facilities that do not cause prohibited predicted interference to W40BY or any other NTSC or ATSC television station operated by Trinity on Channel 40 in Palatine, Illinois.

(c) The operation of WWME-LD pursuant to the Permit causes material adverse actual interference in excess of 0.5% to W40BY or any other NTSC or ATSC television station operated by Trinity on Channel 40 in Palatine, Illinois; Trinity has provided Channel 23 LP with written notice describing the nature of such material adverse interference; and Channel 23 LP has failed to eliminate the material adverse interference or otherwise cure Trinity's objection within the forty-five (45) day period following receipt of such written notice from Trinity. The parties agree to cooperate in good faith to attempt to resolve any interference or other issues arising under this Section 3(c) on a commercially reasonable basis.

## SECTION 4

The parties shall take reasonable care to advise each other as soon as possible of any events which have occurred or are likely to occur, whether within or not within their control, and

of any agreements which have or may be entered into and to which they may be a party, directly or indirectly, voluntarily or involuntarily, which might cause the termination of this Agreement.

#### SECTION 5

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

#### SECTION 6

All notices, requests, demands, waivers, consents and other communications required or Permitted hereunder shall be in writing and be deemed to be duly given when delivered in person; sent by registered or certified mail, postage prepaid and return receipt requested; sent by express mail or by courier, delivery charges prepaid; or sent by confirmed telecopy, to the following:

If to Channel 23 LP:

Channel 23 Limited Partnership  
26 North Halsted Street  
Chicago, IL 60661  
Attention: Norman Shapiro, President  
(Phone) (312) 705-2606  
(Fax) (31-2) 705-2604

With a copy (which shall not constitute notice) to:

J. Brian DeBoice, Esq.  
Cohn and Marks LLP  
1920 N Street NW, Suite 300  
Washington, DC 20036  
(Phone) (202) 293-3860  
(Fax) (202) 293-4827

If to Trinity:

Trinity Broadcasting Network  
2442 Michelle Drive  
Tustin, CA 92780  
Attention Ben Miller  
(Phone) 714-665-2145  
(Fax) 714-730-0661

With a copy (which shall not constitute notice) to:

Colby M. May, Esq., P.C.  
205 3<sup>rd</sup> Street, SE

Washington, D.C. 20003  
(Phone) 202-544-5171  
(Fax) 202-544-5172

Either party may change a designated contact person and address to which notices should be sent to it by written notice to the other party given in accordance with this Section.

#### SECTION 7

This Agreement shall be construed and interpreted under the laws of the State of Illinois. Both parties agree that any disputes arising out of this Agreement, not otherwise agreed to, be resolved elsewhere or through non-judicial means shall be heard before the courts of the State of Illinois in Chicago, Illinois, and agree to that venue and the jurisdiction of such courts.

#### SECTION 8

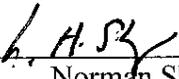
By their signatures below each of Channel 23 LP and Trinity warrant to the other that they have the requisite legal authorization and power to enter into this Agreement and that this Agreement constitutes a valid and binding obligation of each to the other enforceable in accordance with its terms. Each further warrants that the execution, delivery and performance of this Agreement does not violate or conflict with any provision of their charter documents, bylaws or provisions of any other contract or agreement to which they are a party or by which they may be bound and that, except for the consent of the Federal Communications Commission to the implementation of this Agreement, each is not under any injunction, statute, regulation, rule, judgment, decree or similar order which restricts their authority to enter into this Agreement and perform it in accordance with its terms.

#### SECTION 9

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CHANNEL 23 LIMITED PARTNERSHIP

By:   
Norman Shapiro, President

Trinity Christian Center of Santa Ana, INC. d/b/a TRINITY  
BROADCASTING NETWORK

By: 

**EXHIBIT A**

**ENGINEERING STATEMENT OF DU TREIL, LUNDIN & RACKLEY, INC.  
(ATTACHED)**

OET-69 Interference Analysis to W40BY, WWME-LD (Ch. 39, 15 kW) (worst-case scenarios)

Census data selected: 2000

Post DTV Transition Database Selected

TV INTERFERENCE and SPACING ANALYSIS PROGRAM

Date: 10-20-2009

Record Selected for Analysis

WWMELD USERRECORD-01 CHICAGO IL US  
Channel 39 ERP 15. kW HAAT 443. m RCAMSL 00623 m FULL SERVICE MASK  
Latitude 041-52-44 Longitude 0087-38-10  
Status APP Zone 1 Border  
Dir Antenna Make CDB Model 00000000089107 Beam tilt N Ref Azimuth 260.  
Last update Cutoff date Docket  
Comments  
Applicant

Cell Size for Service Analysis 1.0 km/side

Distance Increments for Longley-Rice Analysis 1.00 km

Not full service station

Facility meets maximum power limit

Azimuth (Deg)	ERP (kW)	HAAT (m)	51.0 dBu F(50,90) (km)
0.0	7.018	445.6	58.0
45.0	0.853	447.0	45.2
90.0	0.773	447.0	44.6
135.0	3.004	447.0	52.8
180.0	11.432	442.3	60.8
225.0	13.824	440.5	61.9
270.0	12.367	437.4	61.1
315.0	14.702	438.5	62.2

Contour Overlap to Proposed Station

Station  
W40BY 40 PALATINE IL BLTT20060419ACR

Station inside contour of Digital LPTV station  
WWMELD 39 CHICAGO IL USERRECORD01

Contour Overlap Evaluation to Proposed Station Complete

Proposed facility OK to FCC Monitoring Stations

Proposed facility OK toward West Virginia quiet zone

Proposed facility OK toward Table Mountain

Proposed facility is within the Canadian coordination distance  
Distance to border = 369.7km

Proposed facility is beyond the Mexican coordination distance

Proposed station is OK toward AM broadcast stations

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Start of Interference Analysis

Channel	Proposed Station Call	City/State	ARN
39	WWMELD	CHICAGO IL	USERRECORD01

Stations Potentially Affected by Proposed Station

Chan	Call	City/State	Dist(km)	Status	Application	Ref. No.
24	WPVN-CA	AURORA IL	74.2	CP	BPTTA	-20090817ABN
24	WPVN-CA	AURORA IL	74.2	LIC	BLTTL	-19990716JA
24	WHVI-LP	VALPARAISO IN	64.4	LIC	BLTTL	-19921102JE

OET-69 Interference Analysis to W40BY, WWME-LD (Ch. 39, 15 kW) (worst-case scenarios)

Table with columns: Line number, Call, City/State, Dist (km), Status, Application, Ref. No. Lists various stations and their interference analysis details.

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Analysis of Interference to Affected Station 28

Analysis of current record

Table with columns: Channel, Call, City/State, Application, Ref. No. Shows current record for channel 40.

Stations Potentially Affecting This Station

Table with columns: Chan, Call, City/State, Dist (km), Status, Application, Ref. No. Lists stations that could potentially affect the target station.

OET-69 Interference Analysis to W40BY, WWME-LD (Ch. 39, 15 kW) (worst-case scenarios)

42	WNDU-TV	SOUTH BEND IN	121.8	CP	BPCDT	-20080619AAB
42	WNDU-TV	SOUTH BEND IN	121.8	PLN	DTVPLN	-DTVP1500
42	WNDU-TV	SOUTH BEND IN	121.9	LIC	BLCDT	-20060717AAG
43	WCPX-TV	CHICAGO IL	1.9	APP	BPCDT	-20080619AIL
43	WCPX	CHICAGO IL	0.0	PLN	DTVPLN	-DTVP1535
43	WCPX-TV	CHICAGO IL	0.0	LIC	BLCDT	-20010226ABH
44	WLS-TV	CHICAGO IL	0.0	APP	BPCDT	-20091001ACT
44	WLS-TV	CHICAGO IL	0.0	PLN	DTVPLN	-DTVP1570
44	WLS-DR	CHICAGO IL	0.0	APP	BPRM	-20090724AEG
47	WTTW	CHICAGO IL	0.0	PLN	DTVPLN	-DTVP1671
47	WTTW	CHICAGO IL	0.0	LIC	BLEDT	-20020408ABK
48	WHME-TV	SOUTH BEND IN	126.3	APP	BPCDT	-20080619ABC
48	WBME-TV	RACINE WI	109.8	LIC	BMLCDT	-20070823AED
48	WBME-TV	RACINE WI	136.1	PLN	DTVPLN	-DTVP1725
48	WBME-TV	RACINE WI	139.1	CP MOD	BMPCDT	-20090709ABY
39	WWMELD	CHICAGO IL	0.0	APP	USERRECORD-01	

Total scenarios = 216

Result key: 1  
Scenario 1 Affected station 28 W40BY  
Before Analysis

Results for: 40N IL PALATINE	BLTT	20060419ACR	LIC
	POPULATION	AREA (sq km)	
within Noise Limited Contour	2719794	1191.8	
not affected by terrain losses	2719794	1191.8	
lost to NTSC IX	356562	153.6	
lost to additional IX by ATV	110884	37.2	
lost to all IX	467446	190.8	

Potential Interfering Stations Included in above Scenario 1

40N IL SUGAR GROVE	BPTTL	20070301ABR	CP
41N IL CHICAGO	BLTTA	20060103ACT	LIC
36A IN HAMMOND	BLCDT	20020801ABI	LIC
38A IL JOLIET	BMPCDT	20080618AEI	CP
40A WI KENOSHA	BLCDT	20040206AAT	LIC
43A IL CHICAGO	DTVPLN	DTVP1535	PLN
44A IL CHICAGO	DTVPLN	DTVP1570	PLN
47A IL CHICAGO	DTVPLN	DTVP1671	PLN

After Analysis

Results for: 40N IL PALATINE	BLTT	20060419ACR	LIC
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38A IL JOLIET	BMPCDT	20080618AEI	CP
40A WI KENOSHA	BLCDT	20040206AAT	LIC
43A IL CHICAGO	DTVPLN	DTVP1535	PLN
44A IL CHICAGO	DTVPLN	DTVP1570	PLN
47A IL CHICAGO	DTVPLN	DTVP1671	PLN
39A IL CHICAGO	USERRECORD01		APP

Percent new IX = 0.0000%

Worst case new IX 0.0000% Scenario 1

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